

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference. This procurement is being funded with Federal Transit Administration USC 5307 funding, State of Tennessee funding, and City of Murfreesboro funding.

DATE ISSUED: September 16, 2012

BID TITLE: 23 Passenger Medium-Duty Low Floor Bus

CITY CONTACT PERSON: Nellie B. Patton

TELEPHONE NUMBER: (615) 893-6441

FAX NUMBER: (615) 849-2606

E-MAIL ADDRESS: npatton@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office – ATTN: BID
Located on the First Floor of City Hall
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: November 1, 2012

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of **Nine (9) 23 Passenger Medium-Duty Low Floor Buses**. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, located on the first floor of City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 3:00 p.m. local time on **November 1, 2012**, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the City of Murfreesboro at the Office of the City Manager, located on the first floor of City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139. Attached are the specifications and bid form for the purchase of **Nine (9) 23 Passenger Medium-Duty Low Floor Buses**. All bids shall be submitted on the attached bid form in sealed envelopes with "**Transit Bus Bid**" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the City Manager's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for **November 1, 2012**, at 3:00 p.m. local time in the Administration Department Conference Room located on the first floor of City Hall. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Administration Department (City Manager's Office) after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.5. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) calendar days prior to the bid opening date.
- 1.1.6. There may be one or more amendments to this ITB. If you desire to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. The City will send amendments only to those

firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.5. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.
- 1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the

substituted item is equal and/or better and of comparable quality as specified. The City will attempt to give the bidder notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.

- 1.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) calendar days after bid opening.
- 1.2.10. Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.
- 1.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.3. Bid Award

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all

such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

- 1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.
- 1.3.3. The successful bidder shall provide the various components of the **23 Passenger Medium-Duty Low Floor Commercial Bus. The bid price shall include all parts, labor, accessories, graphics, installation, and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award. The successful bidder shall deduct the value of the vehicles being traded in from the total bid price. This resulting amount shall constitute the low bid.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.
- 1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects may also be considered in the award of a contract:
 - a. The ability of the bidder to perform the contract or to provide the material for service required;
 - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c. The character, integrity, reputation, experience and efficiency of the bidder;
 - d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and/or service for the subject of the contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications of the ITB;
 - h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
 - i. Bidder's past performance with the City.

j. Labor intensiveness of necessary repairs or replacement of bus parts

- 1.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 1.3.6. No bidder may withdraw its response for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 1.3.8. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid.** Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.

- 1.4.2. Liquidated damages for failure to meet installation and/or supply schedules may be assessed in the amount of forty-five dollars (\$45.00) per bus per calendar day.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 1.4.10. The contractor must maintain, and provide City with satisfactory proof of, commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and worker's compensation insurance as required by the State of Tennessee. City is to be named as an additional insured as regards the contract work on the liability insurance policy. Contractor must notify City if the insurance policy is

renewed, cancelled, or altered in any manner and provide written documentation of such alteration upon request.

- 1.4.11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City after goods and/or services have been received, installed, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be delivered within 180 calendar days of bid award. Two weeks (14 days) advance notice should be given prior to delivery. Vehicle shall be fully operational upon delivery.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the City, 8:30 a.m. through 4:30 p.m., Monday through Friday. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship as set forth in the specifications in section 1.8.2.
- 1.6.7. The City of Murfreesboro reserves the right to have an inspector to conduct an on-site visit to the vendor's manufacturing plant for the purpose of inspecting the vehicles under a specific procurement. The inspector, with the cooperation of the vendor, shall have the right to inspect all materials and workmanship at any time during the manufacturing process and at a minimum upon the vehicle reaching 80% completion. The inspector shall also have the right to reject all materials and workmanship that do not conform with the specifications; provided, however, that the purchaser is under no duty to make such an inspection. If such aforementioned inspection (s) by purchaser are made or is (are) not made, the vendor shall be relieved of any obligations to furnish materials and workmanship strictly in accordance with specifications.
- 1.6.8. Pre-acceptance inspection for Deficiencies in Specifications – Delivery of the vehicle(s) by the vendor does not constitute acceptance by the City. The vehicles)

will be considered "accepted" upon passing the pre-acceptance inspection and receiving notification from the City of accepting the vehicle(s).

After receiving the vehicle(s) The City of Murfreesboro shall perform the Post Delivery inspection and submit a "Letter of Deficiencies" to the Vendor that states and describes the areas found to be in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts. The Vendor has up to ten (10) calendar days after receiving this letter to comply with all areas addressed. A vehicle may be rejected if any items are missing, defective, altered, incorrect, or incomplete after the allotted time has passed. In the event a vehicle is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced with new parts furnished and installed by the Vendor at no cost to the City. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm in accordance to the warranty provisions of the contract. Acceptance of the vehicles shall not release the Vendor from liability for faulty workmanship or materials.

SPECIFICATIONS

1.7 Overview

- 1.7.1 The unit and associated equipment shall be furnished complete and ready for use.
- 1.7.2 Special Awarding Criteria. While the purpose of the bid document is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is the most suitable for the City's service. Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award but other factors will be considered, including the experience of the City and others.
- 1.7.3 Unless the capabilities of the equipment, which the Vendor bids, is known to the City, bidder agrees to provide a model within reasonable distance of the City of Murfreesboro, for evaluation purposes at no expense to the City of Murfreesboro.
- 1.7.4 Trade-in. Trade-In costs below \$3,000.00 per bus will not be considered in determining the low-bid. Bus mileage increases on average 3,000 miles per month, per bus. Vendors are requested to submit bids allowing for the trade-in for the following:

Seven (7) 2007 Ford E-450 Used Diesel Cutaway Buses

	<u>Vehicle ID Nos.</u>	<u>Mileage (as of 9/1/2012)</u>
Bus #1	1FDXE45P27DA13800	184,550
Bus #3	1FDXE45P27DA13802	189,626
Bus #4	1FDXE45P27DA13803	167,340
Bus #6	1FDXE45P27DA13805	189,947
Bus #7	1FDXE45P27DA13806	187,710
Bus #8	1FDXE45P27DA13807	196,470
Bus #9	1FDXE45P27DA13808	183,953

All Rover graphics, trademarks, and signature color must be removed from the trade-in buses before reuse or resale.

- 1.7.5 Any additions, deletions, variations from attached specifications must be noted. Any items appearing in manufacturer's regular published specifications furnished by bidder are assumed to be included in the "Bidders Proposal."
- 1.7.6 At time of delivery to the City of Murfreesboro, vehicle must meet or exceed all federal, state, and local health, safety, lighting and noise standards.
- 1.7.7 At time of delivery to the City of Murfreesboro, vehicle must meet or exceed all existing DOT regulations and US EPA emission standards that are applicable to this type vehicle.

1.8 Specifications

1.8.1 Description

URBAN MASS TRANSIT MINI-BUS MEDIUM DUTY GASOLINE POWERED 23 PASSENGER

These specifications are for a Medium-Duty Low-Floor Commercial bus of the "Body-on-Chassis" type. The bus shall meet all requirements of the Americans with Disabilities Act, even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type, with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus when the passenger door is opened. The driver must be able to disable this feature. The bus shall have a power ramp to facilitate entry by passengers, including those in a wheelchair.

The unit(s) to be furnished under this proposal shall be a forward engine, flat floor, gasoline powered, twenty three (23) passenger, two wheel chair positions, dual wheeled, ramp equipped transit mini-bus, and shall be capable of transporting ambulatory as well as wheelchair bound patrons. This unit(s) shall be suitable for use as public transportation in a municipal transit service operation.

Any addition, deletion, or variation from the following specifications shall be so stated in the space provided. These specifications are to be construed as minimum. However any and all exceptions will be weighed against the needs, experiences, and resources of the City of Murfreesboro. This unit, as delivered, shall conform to standards for a vehicle of this type as outlined by the American Disabilities Act and Federal Motor Vehicle Safety Standards. These specifications also require the bidder to furnish descriptive literature, complete specifications, and all other necessary technical data on the equipment as proposed by the perspective bidder. Failure on the part of the bidder to properly indicate compliance or supply requested information shall deem the bidder as non-responsive.

1.8.2 Standards

a. General Specifications

1. Latest, current production model, twenty three (23) Passenger, two wheel chair position, low floor, gasoline powered, forward engine, commercial cutaway type, and restraint system equipped, mini bus, new and unused with all standard equipment as offered by the manufacturer.
2. All parts, accessories, equipment, and safety features considered "standard" by the manufacturer, whether specified herein or not, shall be considered as required.
3. Vehicles and equipment awarded shall be built and delivered complete and ready for use in full compliance with federal, state, and local requirements and regulations.
4. This unit and all other related equipment incorporated into this unit shall be designed, built, manufactured, and constructed in accordance with all applicable safety codes, design standards, and manufacturing standards as outlined by SAE, ANSI, AWSI, and, FMVSS and related organizations.
5. This unit shall embody the highest quality and workmanship available.
6. This unit shall be designed and "Altoona" tested for a minimum of seven (7) years of service and/or 200,000 miles.

b. G.V.W.R.

1. The G.V.W.R. shall be a minimum of 14,200 pounds.

c. Wheelbase and General Dimensions

1. The wheelbase shall be a minimum of 159" inches.
2. The overall exterior width shall be a minimum of 96" inches.
3. The overall maximum height shall be 120" inches.
4. The interior floor to ceiling height shall be a minimum of 77" inches.
5. The step height from ground (no load) shall be a maximum of 11½" inches.

d. Engine

1. The engine shall be V8 or V10 gasoline with an SAE rating of 300 HP minimum.
2. The engine shall come equipped that an Engine Derate warning system which will be triggered by low oil or high coolant temperature.
3. Engine noise levels shall not exceed 80dba under any circumstances
4. Engine compartment shall have a minimum of 1 ½ " noise insulation.
5. Engine shall be supplied with an OEM high idle system, within easy reach of the operator, that will automatically disengage when the vehicle is place in forward or reverse gears, or when vehicle brakes are applied.
6. The internal engine compartment cover shall be secured with quick release fasteners.
7. The top speed capability of this unit shall be a minimum of 70 MPH on a straight level road with all accessories operating.

e. Transmission

1. A four or five speed heavy duty automatic w/overdrive transmission shall be provided.

2. The transmission shall be equipped with a heavy duty auxiliary transmission oil cooler.
3. The transmission shift lever shall be interlocked with the starting motor to prevent the engagement of the starter in any gear position other than neutral or park.
4. Reverse activated, solid state, back-up alarm shall be provided.

f. Cooling System

1. The manufacturer's heaviest duty package with coolant recovery system shall be provided. (Engine temperature shall not exceed 195° degrees Fahrenheit with "Permanent" type antifreeze.)
2. Vehicle cooling system shall be supplied with permanent ethylene glycol antifreeze protection to 35 degrees Fahrenheit or below.
3. All cooling system hose clamps and heater hose clamps shall be of the stainless, constant torque type regardless of hose position or manufacturer.
4. The radiator fan shall be a temperature controlled viscous type fan clutch.

g. Wheels and Tires

1. Six Michelin, or equivalent, radial, highway tread type tires (225/75R16, 12 ply minimum) shall be provided.
2. Wheels shall be one piece, disc type, heaviest duty available, ventilated steel recommended for the G.V.W.R. and tires specified.
3. All wheels shall be completely interchangeable.
4. A mounted to match spare tire and wheel shall be provided. (Making a total of 7 tires and wheels for the unit.)
5. Front and rear wheels shall be provided with full cover stainless steel wheel simulators.
6. Rear inner wheels shall be provided with extended valve stems so operators can access easily for tire pressure monitoring

h. Suspension and Axles

1. The vehicle shall be built on a heavy duty cutaway type chassis.
2. All shock absorbers, wheel bearings, hubs, and spindles shall be appropriately rated for the G.V.W.R. specified.
3. The front suspension shall be a minimum of 4,600 lb. Capacity of independent design.
4. The front suspension shall be full air ride with heavy duty shock absorber to enable entire bus to kneel a minimum of 4 inches.
5. The rear axle shall be a full floating type single speed drive axle providing a minimum of 70 MPH road speed with a minimum capacity of 9600 lbs.
6. Suspension is to be full air, with heavy duty shocks. To enable entire bus to kneel a minimum of 4 inches.
7. The unit shall be provided with a kneeling system with a default setting in which the bus will kneel, or lower, automatically each time front door is opened, and automatically return to normal height whenever door is closed.
8. This kneeling feature shall have the ability to be disabled by a clearly labeled switch located in the driver's area.
9. Front and rear stabilizer bars shall be provided.
10. All parts and elements of the suspension, steering, and drive systems that require scheduled lubrication shall be provided with O.E.M. grease fittings.

11. Drive shaft loop shall be provided.
12. Rear axle ratio shall be a minimum of 4.10:1.

i. Fuel System

1. Fuel fill shall be located on the left side of the vehicle.
2. Fuel tank shall be a minimum of 50 gallons capacity.
3. An easily removable fuel tank access shall be provided through the floor for maintenance purposes.

j. Steering

1. Full power steering with tilt wheel option shall be provided.
2. The steering mechanism shall be constructed so as to make the wheel free from road shock and vibration.
3. Steering from full left to full right turn shall be accomplished in no more than five (5) complete turns of the steering wheel.
4. The steering mechanism shall be self-centering, requiring little or no effort to bring the vehicle back to the straight-ahead position after turning.
5. Provisions shall be provided for easy external adjustment of steering gear backlash during maintenance intervals.
6. All steering linkage wear points, including tie rod ends shall be fitted with lubrication fittings and replaceable bushings and/or inserts.

k. Turning Radius

1. Unit shall have a wall turning diameter of no more than 62.5' feet (maximum).
2. Unit shall have a curb ratio not to exceed 59.8' feet maximum.
3. Bidder shall supply curb to curb and wall to wall turning radius with proposal.

l. Exhaust

1. The unit shall be equipped with an exhaust system which meets and/or exceeds United States Government noise level and exhaust emission (Smoke and noxious gases) requirements.
2. There shall be a heat shield provided between the tail pipe and the fuel tank.
3. The exhaust tail pipe shall extend past the rear axle going to the left side of the bus and shall have a 90 degree turn down installed to deflect exhaust gases downward.
4. All joined exhaust components shall use approved stainless "band clamps" to clamp pipes together.
5. The exhaust tail pipe shall be clear of the fuel fill position.
6. Aluminized steel exhaust components shall be provided.

m. Brakes

1. Manufacturer's heavy duty, extreme service, four wheel ABS, hydraulic brake system shall be provided.
2. Brake system shall incorporate a rotor size of no less than 12 ¾" on front and drum size of no less than 12 and 1/8" by 3 ½" on the rear.
3. Four wheel rotor system is acceptable.

4. The braking system shall conform to all Federal Motor Vehicle Safety Standards and shall exceed requirements for the design of the G.V.W.R. specified.
5. The braking system shall be free of objectionable noise or squeal when applied.

n. Electrical System

1. The unit shall be equipped with a 12 volt extreme duty electrical system.
2. All components are to be selected and integrated to function in an environment characterized by low engine (Alternator) speeds and high amperage draws.
3. A single 200 amp, minimum, OEM alternator system shall be provided.
4. A dual battery system shall be provided and be of heavy duty, maintenance free, and rated at 770 CCA per battery, minimum.
5. A external hinged door accessible battery box with a slide out stainless steel tray shall be provided.
6. Battery box shall be vented internally and the access door sealed to prevent moisture and road dirt from entering.
7. All accessories and electrical equipment with the exception of the head light, tail lights, parking lights, emergency flashers, and lift shall be wired through the vehicle ignition switch so as to be operative only with the switch in the "on" or accessory position.
8. All wiring and terminals shall meet or exceed current Federal and State vehicle requirements and must be amply sized for both mechanical strength and current carrying capability.
9. Wiring shall be in non-metallic loom meeting S.A.E. standard J562a and be adequately supported and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion, and tension.
10. Wiring shall be of significant strength to permit positioning, as well as replacement of terminals twice without excessive tension.
11. Protective grommets shall be provided at points where wiring penetrates metal or other materials.
12. Power wires to the lift shall be securely clamped and protected.
13. Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers is not acceptable.
14. Ground points shall be bolts to main structure free of paint, oil, or rust and they shall be coated with silicone grease/ dielectric compound after fastening.
15. All electrical components which may require servicing or replacement shall be readily accessible through access panels or covers.
16. A complete and thorough wiring diagram(s) shall be provided with each unit. The wiring diagram shall be specific to the unit and not generic in nature.
17. All wiring shall be GXL polyethylene insulated low smoke sufficient to gauge copper strand or greater for the circuit using the wires.
18. Wiring shall be color coded and numbered for identification.
19. All wiring shall be run inside the body in a protected area.
20. Wiring shall be enclosed in a non-metallic loom and secured in place.
21. Any penetration of wiring through metal points or other materials shall have protective rubber grommets installed in such opening.

22. Circuit breakers or fuses shall be enclosed in an electrical panel that shall be easily accessible.
23. A separate panel for add on components shall be easily accessible.
24. All terminal connections shall be stake on type, soldered, or equal with heat shrink tubing insulating the wiring and terminal. Lock wire connectors or scotch locks shall not be allowed on any wiring hookup or connection.

o. Climate Control

1. The heating system shall have at least three (3) heaters, one (1) unit located in the driver's area and two (2) units located in the passenger area.
2. Two 35,000 BTU Auxiliary heaters shall be mounted in the passenger area under the seats.
3. Control valves shall be mounted under the floor so that hot water can be turned off in the summer.
4. Output location of the passenger area heater shall be manufacturers standard.
5. The heater shall be individually controlled from the instrument panel by three (3) position switches, low, high, and off.
6. One switch shall be provided to control driver's area heater and one switch shall be provided to control the passenger area heater.
7. Air conditioning circuits shall be protected with automatic reset circuit breakers or thermal relays.
8. The unit shall be equipped with a high capacity interior roof mounted Thermo-King or equivalent air conditioning system to cool the passenger area.
9. The unit shall also be equipped with a front unit that shall be manufacturer's standard output and location.
10. All controls shall be located in the driver area for ease of operation.
11. Output of the passenger area shall be a minimum of 75,000 BTU's.
12. Both driver and passenger area cooling units shall be capable of maintaining an even interior temperature of 55° degrees Fahrenheit with the bus exterior (outside air temperature) being 95° degrees Fahrenheit at an engine speed of 1,500 RPM minimum.
13. All refrigeration and heating lines that enter the passenger compartment shall be encased in a rigid material, fiberglass, aluminum, etc. that harmonizes with the interior to prevent injury to passengers in the event of line eruption.
14. All air conditioning and heater hoses that pass within twelve (12) inches of the exhaust system shall be shielded in such a manner as to prevent heat damage to them.
15. All air conditioning flexible hose fittings shall be of the crimped type.
16. A pressure test to withstand manufacturer's rated burst pressure of A/C hoses and fittings shall be performed and certification of such test shall be included with the delivered unit.

p. Interior Trim

1. The unit shall be insulated with the manufacturer's heaviest duty factory installed insulation package on the walls, minimum R-8 insulation factor shall be provided elsewhere.
2. All insulation shall be flame retardant and non-toxic.
3. Polyurethane foam is acceptable as an insulation material.

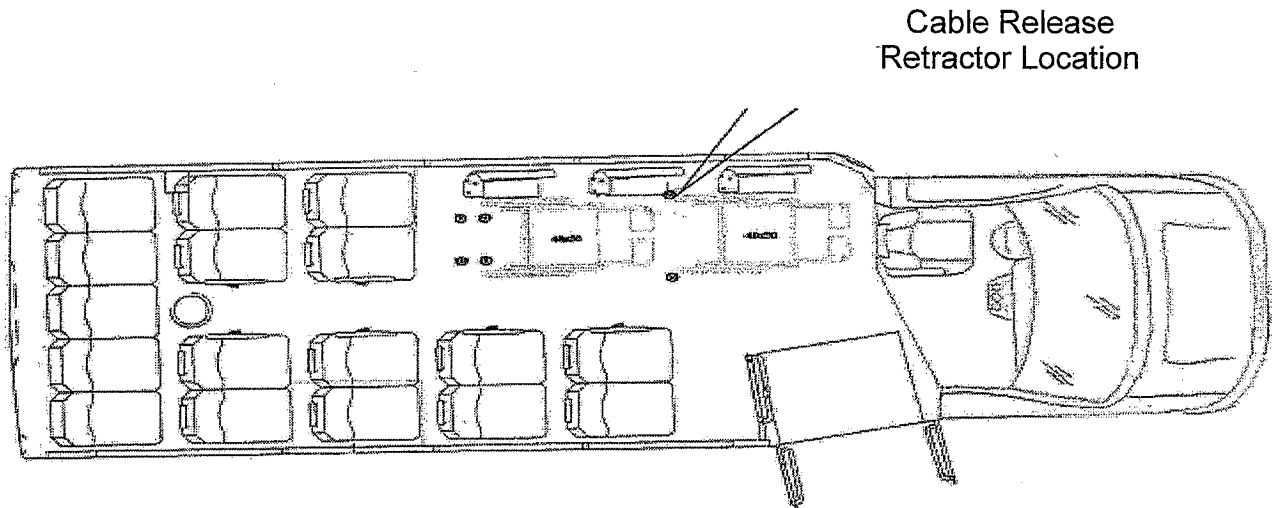
4. The engine compartment shall be insulated from the passenger compartment with chassis manufacturer's optional heavy duty insulation so as to minimize bus interior noise, heat, and fumes.
5. All interior panels, materials, and treatments shall be flame retardant in conformance with FMVSS 302 and treated so as to be easily cleaned.
6. The interior surface shall have a laminated protective surface covered with a minimum 40 mil thick coating of poly urea or approved equal.
7. All protruding hazardous surfaces shall be laminated.
8. Bidder shall provide an interior color selection chart and interior trim samples with bid submission.
9. Interior panels and surfaces shall be easy to clean and maintain.
10. Interior ceiling and side panels shall be made of a tan or buff FRP material or equivalent.
11. Floor covering edges at all wheelhouses, dash panels, and at all wall joints shall have a durable trim applied if applicable.

q. Seating

1. Freedman, or its equivalent, seating shall be provided for a minimum of twenty three (23) passengers or seventeen (17) and two (2) wheel chair positions.
2. Passenger seating shall meet all of the following:
 - a. Seats shall have full individual spring suspension for each passenger
 - b. Seats shall have contoured full lower back (lumbar) support
 - c. Seat frames shall be one (1) inch, minimum, tubular steel
 - d. Seat backs shall be of ABS material
3. All passenger seats shall conform to the following specifications: Seat width per person shall be 17 inches minimum; seat depth shall be 16 inches, minimum; seat backs shall be 19 inches, minimum; 20 inches maximum (as measured from the top of the seat bottom to the top of the seat back;) and shall have a 10 to 15 degree angle to provide passenger comfort; hip to knee room shall be 27 1/2 inches, minimum; aisle width shall be 16 inches, minimum.
4. All seat covering, padding and seat belt assemblies shall meet FMVSS 302, 307, 209, and 210 requirements.
5. All upholstery material shall be 36 oz./sq. yd transit vinyl (Freedman Level 3), minimum; comparable in color to Freedman #588 Ivy.
6. Foam padding shall be contoured, dense, transit grade polyurethane with a minimum thickness of one and one half (1 1/2) inches.
7. Each passenger position shall be provided with an under seat (USR) mounted retractable passenger restraint lap belt to hold passengers in a secured seated position during normal operations.
8. All seat backs shall incorporate a top of center seat back hand hold.
9. Length of each belt needs to be sufficient to accommodate a very large adult.
10. Driver seat shall be a USSC EVOLUTION G2E, or equivalent, seat and shall be provided with a retractable lap belt and shoulder harness to accommodate a very large adult.
11. Driver's seat shall have the following options:
 - a. Black Cloth Covered
 - b. Mechanically adjustable lumbar support
 - c. 4 way adjustable headrest

- d. DYMITROL seat foam
 - e. ABS plastic back shell
 - f. 6-way power seat base
 - g. Folding right arm rest
12. There shall be a minimum of three (3) forward facing fold away type seats, similar in design and performance characteristics to the "Freedman Foldaway", and mounted in the specified locations in wheel chair positions.
 13. All fold away seating shall be front of bus street side mounted. See below.

Seating Diagram/ Floor Plan



r. Floor and Floor Covering

1. The finished sub floor shall be of 5/8" thick engineered wood, such as Advantec or approved equal.
2. The underside of the floor material shall be sealed with a poly-urea type material to prevent moisture and intrusion.
3. Floor covering shall be transit grade non slip flooring sprayed on Poly Urea or approved equal.
4. The flooring material shall extend 14" up the side walls.
5. The driver's area shall be covered with insulated rubber matting.
6. The vestibule shall be covered with non slip flooring with a 3" wide contrasting color standee line.
7. The floor shall be a low floor" with minimized wheel well protrusion into the passenger area.
8. Flooring color shall harmonize with the vehicle interior.
9. Clear silicone caulking shall be used at any and all points where moisture may enter the flooring material.
10. At a minimum, the areas where the sub-floor meets the sidewalls of the vehicle at all door openings shall be sealed with a clear silicone caulking.
11. Carpet is not acceptable.

s. Doors

1. The unit shall be equipped with a standard chassis manufacturer provided front door with keyed door lock and manual window.

2. An electronically controlled double out style passenger entry/exit door shall be provided with emergency release provision and located on curb side of vehicle.
3. An exterior waterproof keyed switch shall be provided for operating the passenger door.
4. This door shall have a clear opening width of thirty seven (37") inches, minimum.
5. The passenger door shall have "walk-in" headroom as measured from top of the front step to the entrance header and a minimum of 75".
6. The passenger door shall have single tinted windows that conform to all applicable Federal and State Motor Vehicle Safety Standards.
7. Locks and keys shall be supplied for all doors.
8. All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior, including spray from commercial vehicle wash equipment and driven rain.
9. Materials used for weather seals shall be designed to withstand temperature extremes, road splash, salt and other elements.
10. The curbside passenger entry/exit door (s) shall be provided with grab rails to assist passenger entry or exit.

t. Windshield and Windows

1. The windshield shall be laminated safety glass.
2. Manufacturer's standard windshield wipers with intermittent feature shall be provided.
3. The bus shall be equipped with a windshield washer system that shall deposit washing fluid on the windshield using sprayers, and , when used with the wipers, shall evenly wet the wiped area.
4. The windshield washer system shall have a minimum 1.5 gallon reservoir, located easily for easy refilling.
5. Passenger windows shall be "T Top" slider type transit windows capable of opening to ensure ventilation and shall measure a minimum of 36" x 36".
6. One hinged emergency escape window shall be provided on each side and rear of the bus for a total of three (3) emergency windows.
7. Emergency windows shall be clearly labeled and operation instructions shall be clearly visible.
8. All windows shall be designed and installed in compliance with FMVSS 217.
9. All passenger windows shall be tempered or laminated safety glass.
10. All side and rear windows shall be dark tinted to a minimum of 31%, maximum of 50%, light transmission and capable of viewing the outside.
11. All glazing and windows shall meet all applicable Federal and State Motor Vehicle Safety Standards.

u. Interior Lighting

1. Interior shall be illuminated so as to provide a minimum of 12 ft. candles of illumination as measured at thirty-six (36") inches above the floor.
2. A minimum of six (6) interior LED light sets, operator controlled shall be provided.
3. Driver controlled override switching shall be provided to allow operation of all interior lighting when passenger door is closed.
4. The basic interior bus lighting configuration shall include the following:
 - A. A driver's compartment dome light;

- B. Instrument panel lights;
 - C. Control panel back lighting;
 - D. A minimum of six (6) LED lighting arrays for the passenger area;
 - E. A step well light that adequately illuminates the step well area with the door open (wired to automatically activate when the passenger door is opened).
5. Lighting shall be designed and located so that no glare is reflected into the driver's eyes or his line of vision from the switch control panel or other areas that are illuminated while the vehicle is in motion.
 6. Two (2) LED ramp lights shall be provided to illuminate the retractable ramp within a 4' radius outside the ramp area.
 7. The ramp light(s) shall automatically operate when the passenger door is opened/closed.

v. Exterior Lighting

1. All exterior lights must meet State and Federal D.O.T. and FMVSS requirements and standards.
2. Sealed beam headlights with column mounts high and low beam control shall be provided.
3. Directional signals shall meet all Federal and Tennessee Motor Vehicle safety standards front and rear.
4. Directional signals shall be operated by a lever on the left side of the steering column.
5. All exterior vehicle lighting, except OEM cab, shall be of LED type to include marker, stop/tail, directional, backup, retractable ramp and clearance lighting.
6. An additional, below rear window, centerline mounted, LED "third brake light" shall be provided and shall operate in conjunction with vehicle stop light system.
7. There shall be additional rear warning lights mounted on both sides and below the rear window in the rear of the bus. The size of the dual lights shall be approximately 7" in diameter. These dual lights shall be amber led high intensity durable UV resistant polycarbonate lenses. These dual lights shall be synchronized strobe lighting that is activated in conjunction with the vehicle stop light system.
8. Hazard warning lights incorporating the directional signals shall be provided.
9. The flasher unit for the directional signals and emergency flashers shall be replaceable from inside the vehicle and shall be of solid state, plug-in design.
10. Two (2) amber 7" round, rearward high mounted, rearward facing, flashing lights shall be provided and shall work with vehicle emergency flashers.
11. A rear license plate holder shall be provided on the rear of the vehicle.
12. Two (2) back-up lights shall be provided.
13. Additional reflectors shall be provided.
14. Four (4) red reflectors on rear and four (4) side reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.
15. LED mid-ship directional signals wired to operate with front directional signals shall be provided.

w. Paint, Graphics, and Undercoating

1. Exterior paint shall be urethane enamel with clear coating or equal and match existing City of Murfreesboro Rover Public Transit Fleet for color and graphics. Screen print on new buses shall be in general accordance with current buses. Current color being utilized for Rover Public Transit is DuPont Imron #43073K "Signal Green". Exact replica of graphics, wording, and location shall be provided to City of Murfreesboro for its review and approval prior to issuance of a *Notice to Proceed*.
2. In addition to existing typical wrapping, there shall be exterior wording on buses that denote 1) "Public Transportation" and, 2) on rear of bus, "Bus makes frequent stops"
3. Under side of floor shall be sprayed with a protective coat of Poly Urea, or approved equal, to a thickness of 30 mils.
4. All body substructures shall be E-coated, or approved equal, for corrosion protection to 1500 hour salt spray test.
5. Paint and graphic scheme information shall be provided for approval by City of Murfreesboro before being installed by the manufacturer.
6. A seven (7) year, 100,000 mile (minimum) rust proof warranty shall be provided.

x. Stanchions and Grab Rails

1. Stanchions, grab rails and hand rails shall be 1 ¼" inches in diameter and shall be constructed of stainless steel or stainless steel clad tubing and be rust proof throughout their useful life.
2. All stanchions shall be floor to ceiling in structural members.
3. Horizontal grab rails shall be provided at both sides of the entrance door within reach from the ground to assist passengers in both boarding and alighting.
4. Overhead grab rails shall be provided the entire length of the aisle way on both sides.
5. Grab rails shall be mounted to stanchions and sidewalls.
6. A vertical stanchion and modesty panel shall be installed in the entry way at the rear of the step well.
7. The driver modesty panel vertical stanchion shall be provided with a minimum of twenty five (25") inches clearance to allow driver to enter the driver's station with ease.
8. The modesty panel shall be rectangular in shape and be constructed from a ¾" substrate and covered with a Formica finish or equivalent.
9. The edge of the panel shall be covered with a clear plastic edge around the entire perimeter.
10. A modesty panel of the same material shall be installed directly behind the driver.

y. Mirrors

1. Unit shall be equipped with left and right hand side mounted rear view mirrors.
2. Mirrors shall be "Euro Style" with a minimum overall housing size of 15" X 8", with upper mirror glass to be flat and approximately 9.5" 7" with lower mirror glass to be CONVEX and approximately 7" X 4". Rear view mirrors shall be heated and capable of electronic repositioning from the driver's seat.

3. A convex mirror mounted below the primary mirror of no less than 6" inches shall be provided if combination mirror cannot be provided.
4. An adjustable panoramic style rear view mirror shall be provided within easy reach and view of the driver to monitor passenger activity.

z. Wheelchair Ramp

1. Vehicle is a low floor configuration and shall have a ramp that is externally deployed at the front passenger door to allow wheelchair access.
2. The ramp shall be a minimum of 33" inches wide and shall provide a minimum 6:1 slope with the head of the ramp angling 12 degrees toward the rear of the vehicle so that a less than 90 degree turn is required when making a interior turn with a wheel chair.
3. The ramp shall be power and shall provide a minimum load capacity of 800# pounds.
4. An exterior mounted weather proof keyed switch shall be provided on the right hand side of the passenger door entryway for ramp operation.
5. The ramp shall be equipped with an interlock to prevent the vehicle from moving while the ramp is deployed.
6. The ramp shall be deployable by driver while seated.
7. Emergency provision shall be provided to manually operate the ramp in the event of electrical failure.
8. The ramp covering shall be of polyurea Tuff-Grip Rhino Lining or equivalent.
9. Height from ground to ramp/door entrance when ramp is not deployed shall not exceed 11" (+/-1/2")

aa. Wheelchair Securement System

1. Wheelchair securement system shall be Q-Straint QRT Deluxe Model "Q-8100-A1-SC", or equal by other manufacturers.
2. The system shall incorporate dual tightening knobs that will provide additional tensioning if needed.
3. The tie down system will be automatic, self-locking and allow easy, one handed hook-up of wheelchairs and include a self tensioning feature so that no manual tensioning shall be required.
4. The tie down retractors shall automatically take up 'slack' to ensure wheelchair passenger is always secured.
5. The tie down system shall have a positive lock indicator that clearly shows when a fitting is locked it its anchorage point.
6. The tie down belts shall be interchangeable.
7. The system shall be able to accommodate a large wheel chair design.
8. The steel components shall be constructed from hardened steel and coated in zinc for maximum corrosion resistance,
9. J-Hooks shall be provided to reduce twisting of belts and ensure proper securement with a quarter turn and accommodates virtually all wheel chair designs.
10. A foot release lever shall be provided to promote easy release of tie downs and eliminate the need of the operator to bend down and release tie down.
11. All anchorage mounting recessed areas shall be sealed prior to anchorage point installation to prevent the intrusion of water.
12. System shall allow occupant and chair to be separately and securely fastened.

13. Vendor must certify that wheelchair securement system has met all applicable Federal and State Motor Safety System Standards and has been mounted in accordance with the manufacturers' specifications.
14. Any device that could possibly damage the chair wheels shall not be acceptable.
15. Two spare wheel chair securement system sets shall be provided for each unit(s).
16. Two optional belt extensions packages, Part #Q5-6340-20-INT, or equal and shall be provided per unit.
17. Two optional webbing loop packages, Part #Q5-4580-6, or equal and shall be provided per unit.
18. Storage bags shall be provided for each belt set.
19. Manufacturer shall provide a cable release retractor, Part #Q8-6301-1, or equal at the street side wall, rear wheel chair anchor point securement location of wheel chair position #1. See Seating Diagram, Page 20, for clarification.

bb. Exterior Body Construction

1. All bidders should be aware that the City of Murfreesboro is seeking to purchase a medium duty transit bus capable of operating a minimum of 200,000 miles per year for a period of seven (7) to ten (10) years.
2. The **bidder shall provide the City of Murfreesboro a complete set of photographs of the proposed bus, design statement and supporting documentation** of the bidder's claim that bus will meet or exceed requirements.
3. The sidewall structure shall consist of a welded steel cage, then foam filled and pressure laminated sidewall envelope.
4. The assembly and components of the sidewall will be as follows:
 - a. Construction shall be of full cage steel tubing.
 - b. A steel cage shall consist of a minimum of 1" X 1" and 1" X 2" 14-gauge steel tubing.
 - c. The steel cage shall be designed to create a steel grid work for the total steel or fiberglass enclosure structure that surrounds the passenger compartment.
 - d. Additionally, the steel cage will have a minimum of 1" X 1" 14-gauge horizontal steel tube members below the windows and 1" X 3" horizontal steel tube members above for wheelchair shoulder harness support.
 - e. The passenger entry door location shall have (2) two additional 1" X 2" 14-gauge vertical steel wall studs installed to support the passenger door frame.
5. The entire steel cage will then be laminated as follows with materials that include the following:
 - a. The sidewall and roof steel frame structures are to be covered with a minimum of 4 mm FRM (Fiberglass Reinforced Material).
 - b. They shall be seamless one (1) piece panels to reduce maintenance.
 - c. "E" coated or primed before forming in a vacuum chamber to become one piece, sidewall or roof with exterior, insulation and interior FRM (fiberglass Reinforced Material) panel intake when removed from chamber.

- d. Side walls shall be fastened to roof panel with welding or mechanical fasteners with additional bonding material.
- e. The entire assembly shall be pressure laminated in a roller system to completely bond the laminated envelope.
- 6. Exterior panels shall be smooth and free of wrinkles and all visible fasteners.
- 7. Roof structural support members shall be equivalent $\frac{3}{4}$ " x $\frac{3}{4}$ " 16 gauge and/or $\frac{3}{4}$ " x $1\frac{1}{2}$ " 14 gauge steel tubing cage bows.
- 8. Two roll bars equivalent of 7 gauges shall be installed at the front and rear of body.
- 9. Rain gutters will be provided above front and rear doors and side windows.
- 10. Wheelhouses shall be constructed of steel (14 gauge minimum), or equivalent and treated for corrosion resistance.
- 11. Wheelhouses shall have sound deadening material to prevent road noise transmission to passenger compartment.
- 12. Wheelhouses shall have sufficient clearance for air circulation and installation of tire chains.
- 13. Splash aprons shall be installed behind each wheel, three inches from ground.
- 14. Rear fender extensions shall be provided.
- 15. Molded rubber or approved equal material is acceptable.
- 16. The rear bumper shall be of the anti ride design such as the HELP design, Romeo Rim or approved equal.
- 17. Bumper brackets will be constructed in a manner to allow for vehicle towing and to support vehicle on jack stands.
- 18. Front and rear caps body shall be of the fiberglass type and completely reinforced.
- 19. All nuts, bolts, fasteners, etc., used in body construction must be corrosion resistant and of North American manufacture.
- 20. Access panels shall be provided to service transmission, engine, radiator, battery and A/C components.
- 21. Certified copy of FMVSS rollover protection test results for this type of vehicle shall be submitted with the bid documents.

cc. Miscellaneous

- 1. Indicating devices (dash instrumentation) shall be gauge type, "tale tell" lights not acceptable, and shall include at a minimum the following: voltmeter, oil pressure gauge (manual); engine temperature gauge; fuel tank level gauge; electronic speedometer with odometer.
- 2. One (1) steering wheel horn.
- 3. Drivers sun visor to be provided.
- 4. Driver coat hook and strap shall be provided in driver area.
- 5. Vehicle shall be equipped with front and rear mud flaps.
- 6. An automatic and manual (combined) fast idle mechanism shall be provided with vehicle.
- 7. A minimum five (5) pound mounted dry powder type fire extinguisher, with gauge, UL approved, shall be provided.
- 8. A bracket to securely hold fire extinguisher inside vehicle shall be provided.
- 9. A three (3) triangle reflector kit shall be provided.
- 10. A 16-unit first aid kit shall be provided.
- 11. A body fluids kit shall be provided.

12. Passenger call system shall be provided to inform driver and passengers that a stop has been requested. The system shall be pull cord passenger stop call system. The system shall consist of a heavy-duty pull cable, chime and interior sign message. Nylon coated pull cords shall be located along the lower edge of the transom windows for ambulatory passengers. Touch tape with ADA International Emblem are to be provided on the sidewall adjacent to designated wheelchair positions. The call system must be clearly audible to driver and passengers.
13. A switch will be provided on the driver's console to disable the call bell.
14. A heavy duty transit style horizon LED Luminator sign system, one front mounted and one side mounted on the curb side of vehicle(s) shall be provided. The front sign shall be mounted in the front of the bus, near the top edge of the body, behind windshield protection, and in an enclosed but accessible compartment provided by the bus manufacturer. The side sign shall be located on the right side of the bus near the front door either mounted near the top of an existing window or in a separate enclosed by accessible weather-proof compartment provided by the bus manufacturer. All signs shall be enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access shall be provided to clean the inside of the bus window(s) associated with the sign and to remove or replace the sign components.
15. The characters formed by the LED message system shall meet the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39.
 - a. All signs shall be controlled via a single human-machine interface (HMI). The HMI shall be conveniently located for the bus driver within reach of the seated driver.
 - b. The HMI control unit for the signage must include software with built-in keypad for recalling and entering messages.
16. Vehicle shall contain signs inside that indicate:
 - a. Seats toward the front of vehicle shall be reserved for persons with disabilities.
 - b. No firearms or weapons allowed on the bus.
 - c. No food or drink allowed on the bus.
 - d. Shirts and shoes must be worn.
 - e. Driver does not make change.
17. A floor mounted Euclid Products "Main Fare Box Model Treasury 1, Model V11", or equivalent, fare box with two (2) vaults and 2 spare keys for each box shall be provided. Color of fare box should be prairie tan or equivalent.
18. Keys shall be coded separately denoting front lock and rear lock.
19. A front mounted bike rack similar in design and performance characteristics to the Sportworks DL2 NP (narrow profile) two position bike rack p/n 100434, or equivalent and black in color.

dd. Audio-Video Monitor

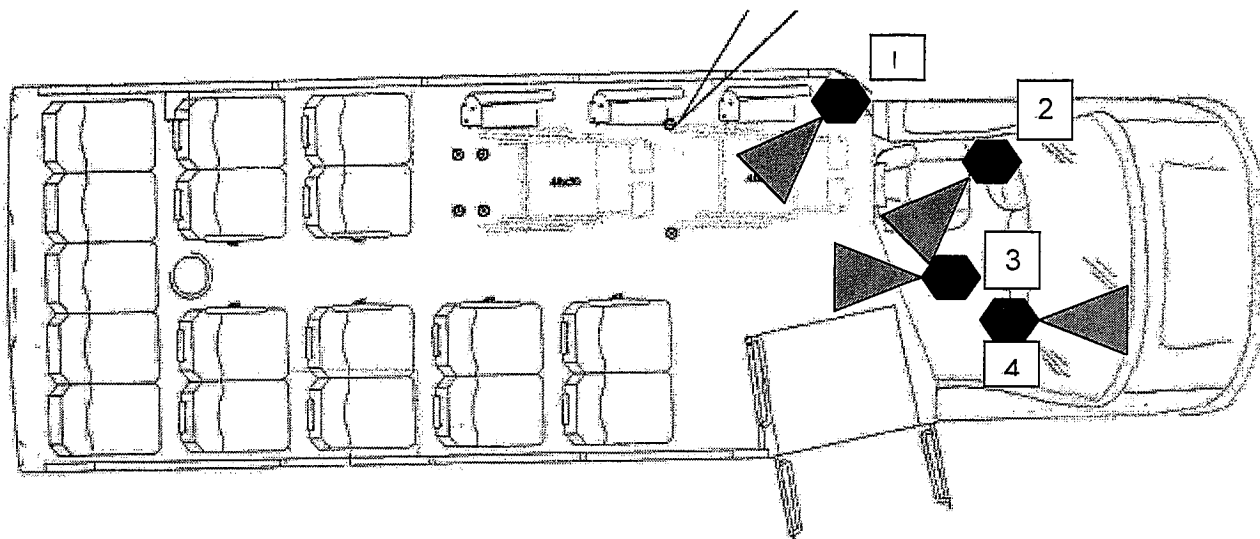
1. A microphone/PA announcement system with a minimum of 4 speakers shall be provided that complies with the ADA requirements and enables the operator to address passengers either inside or outside the bus. The system shall be muted when not in use.
2. An external PA speaker shall be provided and integrated into the sound system controlled by a separate dash mounted on/off switch.

ee. Security Video System

1. Vendor shall supply a digital video system similar in design and performance characteristics to the fanless cooled Digital BUS-WATCH model "DBW R4001" and shall be embedded Mobile DVR PC platform solution supporting up to 4 day/night camera inputs.
2. The system shall be of a unique compact rugged design to meet the demands of harsh mobile environments.
3. The mobile DVR system provided shall feature the latest technologies including removable USB Hard Drive Modules and Ethernet port.
4. The system provided shall have the following at a minimum:
 - a. Mobile DVR
 1. Recording Medium, 2.5" Removable Hard Disk Drive Module
 2. Display capability; On Screen Display and embedded video stream data
 3. Video Input\Channel Inputs, 1V pp/75 ohm
 4. Image resolution 720(H) X 486 (V)
 5. Frame Rate: 1 to 30fps Selectable
 6. Audio Input: 4 independent channel inputs
 7. Playback: Search by Alarm, Date, Time & Camera
 8. Video Loss Detection
 9. Fanless DVR for cooling of electronics
 - b. Input / Output
 1. 2 x USB 2.0 Ports (one Host, one Slave)
 2. 1 x 10/100 base-T Ethernet Port
 3. 4 x Vehicle Sensor Inputs
 - c. Environment
 1. Relative Humidity: 19% - 95% at 40.C, Non-Condensing
 2. Operating Temp: -40C - +65C
 3. Shock: 225 Gs 2ms (operating) / 900Gs 1 ms (Storage / Transit)
Vibration: 1.0G, 5 – 500Hz (Operating), 5.0G, 5-500Hz (Storage / Transit)
 4. Power Requirement: 12VDC @ 2A/24VDC @ 1A
 5. Power Consumption: 24W Maximum
 6. EMC and Safety: CE, FCC
5. The features of the video system shall also include the following:
 - a. Ultra Compact extruded aluminum housing, extremely low weight, high temperature and vibration resistant with low--voltage, low-current architecture designed for harsh mobile environments
 - b. One (1) 500 GB, minimum, USB removable hard drive module is required per vehicle and shall include tamper proof lock and secure controls with individual wire connections for audio, video, power, inputs / outputs, and accessory assemblies.
 - c. Two (2) additional USB removable hard drive modules shall be furnished and shall include tamper proof lock and secure controls with individual wire connections for audio, video, power, inputs / outputs, and accessory assemblies.
 - d. 12V, 1Amp regulated power for use with cameras, inputs / outputs, and accessory assembly's and full support for NTSC or PAL.

- e. Communications shall be supported through a TCP/IP network interface and a USB connection to PC's with hand-held, IR remote control with On-Screen Display (OSD) for configuration and control of the DVR.
 - f. The DVR shall feature 2.5" Removable Mobile HDD Module with internal anti-vibration and shock resistance.
 - g. Four (4) channels shall be provided for video input, full-motion (30fps/camera) continuous video recording and display 4 channels for high-fidelity, digitally recorded, synchronized audio matched to 4 video channels.
 - h. Unit shall provide secure, constant recording while system is powered with event bookmarks for searching.
 - i. User selectable settings shall be provided for quality and audio record enable/ disable for each video channel.
 - j. Unit shall be capable of multi-level password protection for settings, playback, remote access, with USB Security Lockout ensuring that information stored on the hard drive will not be tampered with or erased.
 - k. The power supply for cameras, sensors, relays and other accessories shall be integrated into the system and the power filtered.
 - l. The unit shall have a selectable idle frame rate with selectable event-triggered burst recording speeds up to 30fps / camera.
 - m. Multiple alarm inputs and relay outputs with selectable pre-alarm and post-alarm recording with full event logging of every operation controlled by the DVR shall be provided.
 - n. DVD-quality streaming audio / video channel with independent NTSC or PAL television output shall be provided.
 - o. Unit shall provide convenient HDD, USB, or TCP / IP media updating and status file downloading.
 - p. The DVR shall have an Ethernet port on the front panel for easy video retrieval on the vehicle with a notebook computer.
 - q. The DVR shall have two sets of RCA Video and Audio outputs for monitor viewing on the vehicle.
 - r. The DVR and Removable Hard Drives both shall have USB 2.0 connections for fast file transfer utilizing PC based file formats.
 - s. Easy to use PC-based software application shall be provided for playback, file transfer, archiving management, and video file format conversion.
 - t. Vehicle management PC software shall interpret audio, video, and vehicle data for driver and vehicle use assessment.
 - u. Video event search software shall allow intelligent searching of video based on event information.
 - v. External GPS antenna module shall be provided for video text overlay of GPS location, speed, heading, and time.
 - w. An external 3-axis inertia sensor shall be provided for overlay or trigger of video-matched motion events for accident reconstruction.
6. Cameras
- a. All interior cameras will be day / night type with audio capability
 - b. Camera location diagram:
 - 1. Wheelchair Securement Position View (2.8mm lens size)
 - 2. Driver and Entrance Ramp View (2.8mm lens size)
 - 3. Passenger View from front of bus (4mm lens size)

4. Frontal view of direction of travel (4mm lens size)



ff. Manuals

1. Two sets of owner/operator manuals, parts books, wiring diagrams, maintenance manuals, repair manuals, and other necessary technical information shall be provided at the time of delivery of the unit to the City of Murfreesboro.
2. All testing tools and software for engine, transmission, ABS brakes, and A/C shall be supplied to include adapter cables.
3. This standard shall be applicable to the completed unit as equipped.

gg. Warranty

1. Manufacturer's standard chassis warranty shall be applicable to this vehicle as equipped. (60 months, 100,000 mile minimum).
2. An extended warranty shall be provided by the manufacturer for purchase by the City of Murfreesboro to cover engine, transmission, and drive train for an additional 100,000 miles up to 200,000 miles.
3. Manufacturer or vendor shall be required to reimburse any expenses incurred by the City covering transport labor cost or shipment charges on anybody/chassis and/or air conditioning component failure when component manufacturer requires an "Authorized dealer repair only" and when the authorized repair facility extends beyond a fifty (50) mile radius of Fleet Maintenance located at 4753 Florence Road, Murfreesboro, TN.
4. Warranty coverage against paint chipping, peeling, or rust on body shall be for a minimum of five (5) years and covered (100% parts and labor) by the awarded vendor.
5. Warranty against body water leakage shall be for a minimum of 7 years and shall be covered (100% parts and labor) by the awarded vendor.
6. Frame tail warranty shall cover rail deformation, cracking, or any other failure that would hamper the structural integrity of the unit for the life of the unit and shall be repaired at the expense (100% parts and labor) by the awarded vendor.
7. Awarded vendor shall agree to perform any and all warranty work on any installed attachment(s), to include wheel chair ramp, throughout the

complete warranty period which will begin at the time the unit(s) are delivered.

8. All attachments, components, and body shall have a minimum 100% full warranty (parts and labor) for a period of three (3) years from the time of cab/chassis delivery within the City of Murfreesboro regardless of manufacturer or installer.
9. All warranty claims of any body component and/or attachment shall be addressed within a period three (3) days from time of notification by the awarded vendor.
10. Awarded vendor shall insure successful completion of any warranty repair within 10 business days from time of notification.
11. This warranty specification shall be honored in conjunction with any manufacturer's standard warranty regardless of exclusions.
12. Entire vehicle warranty shall be as follows:
 - a. Coach Structure: 5 years or 100,000 miles
 - b. Engine: 5 years or 100,000 miles
 - c. Chassis: 5 years or 100,000 miles
 - d. W/C/Tie downs: 5 years or unlimited
 - e. Drive Train: 5 years or 100,000 miles
 - f. Fuel System: 3 years or 36,000 miles
 - g. Brake System: 3 years or 36,000 miles
 - h. A/C System (Chassis): 3 years or 36,000 miles
 - i. A/C System(Coach): 5 years or unlimited
 - j. W/C Lift and Ramp System: 3 years or 15,000 cycles
 - k. Starter: 3 years or 36,000 miles
 - l. Alternator: 3 years or 36,000 miles

hh. Pre-Delivery

1. The City of Murfreesboro or purchaser, reserves the right to have an inspector or designee to conduct an on-site visit to the vendor's manufacturing plant for the purpose of inspecting the vehicles under a specific procurement,
2. The inspector or designee shall have the right to inspect all materials and workmanship at any time during the manufacturing process and at a minimum upon the vehicle reaching 80% completion.
3. The inspector or designee shall also have the right to reject all materials and workmanship that does not conform with the specifications; provided, however that the purchaser is under no duty to make such an inspection.
4. Is such aforementioned inspection (s) by the purchaser is (are) made or is (are) not made, the vendor shall not be relieved of an obligations to furnish materials and workmanship strictly in accordance with specifications.

ii. Delivery

1. Unit(s) shall be delivered complete with all provided options and a full tank of fuel.
2. Unit(s) shall be delivered complete with NO dealer advertising logos affixed to the interior or exterior of the unit(s) prior to delivery.
3. Delivered unit(s) shall come with all required paperwork to complete the purchase and registration process and shall include at a minimum:
 - a. Invoices will clearly state the following information:
 1. Vehicle Identification number

2. Vehicle Model Number
3. Serial number of the engine
4. Serial number of the transmission
5. Serial Number of the rear axle
6. Delivery date of the vehicle
7. Unit price
- b. Mileage Statement (if applicable)
- c. Manufacturer's Statement of Origin (MSO) (if applicable)
4. Delivery acceptance of unit(s) may be refused if any part of the awarded specifications are not maintained.
5. Delivery acceptance of unit(s) may be refused if any device, feature or system is deemed as unsafe to the operator and/or the general public as determined by the City of Murfreesboro knowledge or experience.
6. Delivered unit(s) are required to complete an acceptance inspection and shall be inspected against awarded specifications as a total unit(s), regardless of multiple manufacturer contributions to the completed elements of the unit(s), before acceptance is granted.
7. Bidder misunderstanding and/or misinterpretation which results in an unsatisfactory bid or final delivered product is not the responsibility of the City of Murfreesboro.
8. The City of Murfreesboro shall have the sole interpretation of the bid requirements and shall have final determination as to whether submitted bids and/or the final product delivered satisfy the requirements of the bid.
9. All awarded bids shall be subject to final inspection of the unit(s) ordered by the Fleet Manager, or designee, and must be compliant with all bid requirements prior to acceptance of the unit(s) and final payment.
10. Any non-compliant unit(s) must be made compliant at the expense of the awarded bidder and within a reasonable time frame, as determined by the City of Murfreesboro.
11. Misinterpretation of the specifications by the vendor or failure to supply the appropriately equipped unit(s) specified or intended, based on the City of Murfreesboro's interpretation, shall be corrected to the benefit of the City of Murfreesboro by the awarded bidder at the bidder's expense.
12. In all cases the City of Murfreesboro's interpretation and definition of unit(s) specifications and requirements shall be the final determination of a successful final inspection and compliance with awarded specifications before unit(s) acceptance will be granted.
13. Failure to provide the requested documentation on delivery shall be considered as non-compliance to awarded specifications and allows the City of Murfreesboro the right to refuse acceptance.

jj. Training

1. Successful bidder shall provide a minimum total of 4 hours operator training, in Murfreesboro, split between classroom instruction and actual driving time for each driver. This training shall commence within first week of delivery of buses.
2. Successful bidder shall provide a minimum of 16 hours of technician service training within Middle Tennessee.
3. This training shall present the manufacturer's required maintenance and repair procedures and offer the technician full knowledge of the practices required for the successful, lifelong operation of the proposed vehicles.

4. This service technician training shall be delivered within ninety (90) calendar days of the delivery of the unit(s).
5. A laptop computer shall be provided pre-loaded with software for training of technicians. Laptop shall be Dell Inspiron Intel Core i5 Processor with 15.6 inch display, 6GB Memory and 640 GB Hard Drive or equivalent. A 6-cell lithium-ion battery with AC power cable, power cord, and owner's manual shall be included. This laptop shall be retained by the City of Murfreesboro.

kk. Communications

1. Ten (10) Vertex Standard VX-4600 UHF Mobile Radios with no-ground plane antenna kits.
2. One (1) FX-1 Base Station, consisting of a mobile radio configured for base [control station] usage. Unit should be complete with Base Station Power Supply, desk microphone, yagi antenna, cable lightning arrestor and AC surge protector.
3. Installation of antenna system, radios in ten buses, base [control] station including all programming and system checks.

1.8.3 Quality Assurance

a. Experience

Manufacturer shall have a minimum of 5 years experience in the design and manufacture of low floor transit buses.

b. Approved Equals

Requests for approved equals must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the proposer must demonstrate the equality of this product to the City of Murfreesboro to determine whether the proposer's product is or is not equal to that specified. The City of Murfreesboro shall be the sole judge as to the adequacy of the approved equal.

1.8.4 Submittals

- a.** Vendor must submit manufacturer's statement of certification that materials meet or exceed minimum specifications.

1.8.5 Pricing

Pricing shall be on a per-unit(s) basis and denoted on the Bid Form provided in Section 3 of this ITB. Separate pricing line item cost shall be denoted as total trade-in allowance on Bid Form.

1.8.6 Delivery and Storage

Delivery location at specific point in Murfreesboro shall be specified at a later date. Delivery of the vehicles to the City shall be between the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday. The driver delivering the vehicles will be informed of these hours and that the City will not tolerate attempts at after-hour delivery. The contractor will deliver no more than two (2) buses per day. The City will assume responsibility for the vehicle(s) after they have been delivered and inspected for damage. The Bidder will assume all responsibility and liability for incidents prior to

delivery. The vehicles must be in first class condition upon delivery. Failure to deliver vehicles by 180 calendar days from date of award may result in nullification of contract, unless delay is unavoidable or as described in the following paragraph:

In the event delivery of completed vehicles under this contract may be necessarily delayed because of strikes, injunctions, government controls, or any other cause or circumstance beyond control of the Bidder, the resulting delay is excused and liquidated damages will not be assessed. The time of completion of delivery will be extended by a number of days, to be determined in each instance by mutual agreement between the City and the Bidder. All costs associated with delivery shall be assumed by the vendor.

1.8.7 Time of Completion

Transit buses shall be completed and delivered within 180 calendar days of date of award.

1.8.8 Warranty and Replacement Parts

Manufacturer warrants that buses and components be free from defects in parts and manufacture for a period of 5 years. Manufacturer shall maintain inventory of replacement parts for a minimum of seven (7) years following delivery of buses.

2.1. SPECIAL REQUIREMENTS AND CONDITIONS

The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various Federal laws, executive orders, and regulations, by Office of Management and Budget Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) be made according to approved plans and specifications, including the attached Federal clauses which become a part of the Contract between the City and the successful Proposer.

2.1.1. Fly America Requirements

The Contractor agrees to comply with 41 CFR Part 301-10 and 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2.1.2. Cargo Preference - Use of United States-Flag Vessels (46 U.S.C. 1241; 46 CFR Part 381)

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2.1.3 Energy Conservation (42 U.S.C. 6321 et seq; 40 CFR Part 18)

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.1.4 Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36; 49 CFR 633.17)

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation

or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

5. FTA does not require the inclusion of these requirements in subcontracts.

2.1.5 Federal Changes (49 CFR Part 18)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(10) dated October, 2003) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.1.6 Recovered Materials (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.1.7 No Government Obligation to Third Parties

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.1.8 Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307)

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.1.9

Termination (49 U.S.C. Part 18; FTA Circular 4220.1F)

a. Termination for Convenience (General Provision)

The City of Murfreesboro may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Murfreesboro to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Murfreesboro, the Contractor will account for the same, and dispose of it in the manner the City of Murfreesboro directs.

- b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Murfreesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Murfreesboro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Murfreesboro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision)** The City of Murfreesboro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City of Murfreesboro satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Murfreesboro setting forth the nature of said breach or default, the City of Murfreesboro shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Murfreesboro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Murfreesboro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Murfreesboro shall not limit the City of Murfreesboro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

2.1.10

Government-wide Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor) certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.11

Privacy Act (5 U.S.C. 552) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.1.12

Civil Rights Requirements

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §

5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2.1.13

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Rover Public Transit's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Murfreesboro/Rover Public Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will report to Rover Public Transit its DBE participation on the contract obtained through race-neutral means.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Murfreesboro. In addition, the contractor may not hold retainage from its subcontractors.
- e. The successful bidder must promptly notify City of Murfreesboro Public Transit System whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Murfreesboro Public Transit System

**BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE
(DBE)
TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION**

The Offerer, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The Offerer, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of Section 26.49 of 49 CFR Part 26.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

Date ____/____/____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.14 **Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1F)**
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Murfreesboro requests which would cause City of Murfreesboro to be in violation of the FTA terms and conditions.

2.1.15 **ADA Access**
Contractor shall meet the requirements of the Americans with Disabilities Act of 1990, Standards for Accessible Design.

2.1.16 **Buy America Requirements - Certification requirement for procurement of steel, iron, or manufactured products**
The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid exceeding \$100,000 which does not include this certification will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.17 PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS
49 U.S.C. 5323, 49 CFR PART 663

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing requirements at 49 CFR Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying whether compliance or non-compliance with Buy America. If the Bidder/Offerer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of C.F.R. 661.11

DATE _____

COMPANY NAME _____

TITLE _____

SIGNATURE _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

DATE _____

COMPANY NAME _____

TITLE _____

SIGNATURE _____

2.1.18 BUS TESTING 49 U.S.C. 5323(c), 49 CFR PART 665

Bus Testing – The Contractor (Manufacturer) agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing requirements at 49 CFR Part 665 and shall perform the following:

(1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

(2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

(3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS
The undersigned (Contractor/Manufacturer) certifies that the vehicle offered in the procurement complies with 49 U.S.C. A 5323 and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of Authorized Representative _____

Signature of Notary and SEAL _____

Date of Signature: ____/____/____

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.19 CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2.1.20 CLEAN AIR 42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2.1.21 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The *City of Murfreesboro* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2.3.22 Compliance with Federal Lobbying Policy

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Part 20, "New Restrictions on Lobbying".

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.23 On-Site Manufacturer Inspection Compliance Certification

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(POST-DELIVERY PURCHASER'S REQUIREMENT, IN COMPLIANCE WITH THE
FEDERAL REQUIREMENTS OF 49 U.S.C. Section 5325 (M))

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of Inspector)

Was at _____ (the manufacturer's)

manufacturing site during the period of manufacturing of the buses,

(description of buses)

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas <200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name) Certifies that a resident inspector,

(Name of inspector)

Was at _____ (the manufacturer's)

manufacturing site during the period of manufacture of the buses, _____

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature: _____

Title: _____ Date ____ / ____ / ____

RETURN SIGNED FORM WITH BID PROPOSAL

2.1.24 Full and Open Competition

In accordance with 49 U.S.C. 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

2.1.25 Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h) (2) be refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

2.1.26 Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307©, 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

2.1.27 Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be use in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

2.1.28 Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

2.1.29 Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally finances or assisted construction, the municipal corporation shall cancel, terminate or suspend this contract.

2.1.30 Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the municipal corporation's Procurement Guidelines, available upon request from the municipal corporation.

2.1.31 Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, (http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf) are incorporated by reference.

Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.1.32 Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.1.33 Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d 1 note, and with the provisions of U.S. DOT notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

2.1.34 Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

2.1.35 Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

2.1.36 Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of

Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt for Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

2.1.37 Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of Federal agency, and name of the pass through entity.

2.1.38 The CFDA number for the Federal Transit Administration Urbanized Area Formula (Section 5307) is 20.507

A recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-1233. The Recipient agree to accomplish this by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

3. BID FORM

23 Passenger Medium Duty Low Floor Transit Buses

All prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this system operational, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications (attach additional pages if necessary).

State the name and location of the nearest authorized factory service facility or provider.

For exceptions, if any, attach a separate sheet listing any exceptions to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid a detailed description and specifications of the product(s).

Awarded bidder will honor price(s) for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted it will furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Item	Description	Price Each	Qty.	Total Price
1.	23 Passenger Medium Duty Low Floor Transit Buses equipped with bike racks	\$ _____	<u>9</u>	\$ _____
2.	Extended Warranty for Engine, Transmission, and Drive train. (100,000) miles	\$ _____	<u>9</u>	\$ _____
3.	Trade-In Value of Seven (7) Ford E450's	\$ (_____)	<u>7</u>	\$ (_____)

Total Bid Price:\$ _____

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

Form of Business:

Authorized Signature and Date:

Name Printed and Title:

Address:

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Delivery Date: _____

RETURN SIGNED FORM WITH BID PROPOSAL

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title _____

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Company Contact Person _____

RETURN SIGNED FORM WITH BID PROPOSAL

ATTACHMENT A

SAMPLE CONTRACT

CONTRACT BETWEEN CITY OF MURFREESBORO

AND

[INSERT CONTRACTOR NAME]

FOR PURCHASE OF NINE (9) 23-PASSENGER MEDIUM-DUTY LOW-FLOOR TRANSIT BUSES

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACTOR NAME]**, [INSERT TYPE OF ENTITY] of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Invitation to Bid issued* _____
- *Bid specifications issued* _____
- *Contractor's Bid Response dated* _____
- *This Contract*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
 - *This Contract*
 - *Invitation to Bid & Bid Specifications*
 - *Contractor's Bid Response*
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and install and City agrees to purchase **Nine (9) 23 Passenger Medium-Duty Low Floor Transit Buses** and Contractor agrees to provide the services as set forth in the attached Invitation to Bid, Bid Form and Specifications.
 2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
 3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, installed, accepted, and properly invoiced. Invoices must bear the purchase order number.

- 3.2. All items must be delivered within 180 calendar days of bid award. Two weeks (14 days) advance notice should be given prior to delivery and installation. With delivery, any required installation shall begin and continue day to day until complete.
- 3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- 3.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- 3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.
5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar day's written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

11. **Notices.**

11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.

11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, [INSERT CONTRACTOR NAME & ADDRESS]

12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,

18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent

Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

26.2 Notices to Contractor shall be sent to:

Contractor: [INSERT CORRECT INFORMATION]
Attention:
Address:

27. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

By: _____
Tommy Bragg, Mayor

CONTRACTOR NAME

[TYPE IN THE NAME OF THE COMPANY]

SAMPLE CONTRACT DO NOT SIGN

By: _____
[INSERT NAME & TITLE OF SIGNING
AUTHORITY FOR CONTRACTOR]

Approved as to form:

STATE OF _____)

COUNTY OF _____)

Susan Emery McGannon, City Attorney

Kelley Blevins Baker, Staff Attorney

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this _____
day of _____, 20____.

Notary Public

My Commission Expires: _____